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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

NINGBO EASYCLEAN COMMODITY CO., LTD and
EASYCLEAN CO., LTD

Plaintiff,

-against-

SPLAQUA, INC., AND
DACKERS TRADING, LLC

Defendants,

COMPLAINT

Plaintiffs, NINGBO EASYCLEAN COMMODITY CO., LTD and EASYCLEAN CO., LTD (collectively hereafter referred to herein as “EASYCLEAN”) by their attorneys, Lazar Grunsfeld Elnadav LLP, for their complaint, allege, upon information and belief, as follows:

PARTIES, JURISDICTION AND VENUE

1. EASYCLEAN are two affiliated Chinese manufacturing companies, with their headquarters located in the Yinzhou district of China.
2. Defendant SPLAQUA, INC., is a New York company, located in Brooklyn, New York.
3. Defendant, DACKERS TRADING, LLC, is a New York company, located in Brooklyn, New York.
4. Upon information and belief Joel Ackerman owns both of the Defendant companies.

5. Although Plaintiffs do not know if Mr. Ackerman is the sole member of DACKERS TRADINLG, LLC, it is highly unlikely that any there are additional members of DACKERS TRADINLG, LLC who reside in China.

6. As such, this Court has diversity jurisdiction pursuant to 28 U.S.C. §1332, and maintains supplemental jurisdiction over Plaintiffs' New York State causes of action for account stated, breach of contract and unjust enrichment.

7. Venue in this judicial district is proper under 28 U.S.C. § 1391(c) and 1400(a) in that the Defendants companies (and likely Mr. Ackerman as well) reside within this District.

FACTUAL BACKGROUND

8. Between January and June of 2022, Plaintiffs made several shipments of lens wipes, lens cleaner, and lens cloth products to Defendants, for which Defendants had signed purchase orders, wherein they agreed to pay Plaintiffs a total of \$1,104,214.90.

9. Despite agreeing to pay Plaintiffs \$1,104,214.90 for the aforementioned shipments, Defendants only paid Plaintiffs \$564,699.38, leaving an unpaid balance due of \$539,515.52.

10. In addition, Defendants agreed to purchase an additional \$290,931.18 of the aforementioned products, which products Plaintiffs manufactured for Defendants but has not shipped to Defendants because of Defendants' unpaid balance.

11. Despite agreeing to pay Plaintiffs \$290,931.18 for the aforementioned product, Defendants only paid Plaintiffs \$58,071.90, leaving an additional unpaid balance due of \$232,859.28.

12. As such, Defendants owe Plaintiffs \$539,515.52 for shipped product and \$232,859.28 for unshipped product for a total unpaid balance of \$772,374.80.

13. Defendants have stopped responding to Plaintiffs' e-mails as of July 2022.

FIRST CLAIM FOR RELIEF

(ACCOUNT STATED)

14. Plaintiffs repeat, reallege, and incorporate herein by reference as though fully set forth herein, the allegations contained in the preceding paragraphs of this complaint.

15. Defendants signed purchase orders agreeing to pay Plaintiffs \$1,104,214.90 for several shipments of lens wipes, lens cleaner, and lens cloths.

16. Plaintiffs fulfilled said shipments to Defendants between January and June of 2022.

17. Despite signing purchase agreements promising to pay Plaintiffs \$1,104,214.90 for these products, Defendants only paid Plaintiffs \$564,699.38, leaving an unpaid balance due of \$539,515.52.

18. Plaintiffs has fully complied with its obligations to Defendants with respect to the production and shipment of the products for which Defendants agreed to pay Plaintiffs \$1,104,214.90.

19. In addition, Defendants agreed to purchase an additional \$290,931.18 of the aforementioned products, which products Plaintiffs manufactured for Defendants but has not shipped to Defendants because of Defendants' unpaid balance.

20. Despite agreeing to pay Plaintiffs \$290,931.18 for the aforementioned product, Defendants only paid Plaintiffs \$58,071.90, leaving an additional unpaid balance due of \$232,859.28.

21. Plaintiffs custom-manufactured the aforesaid products for Defendants in reliance on Defendants' promise to purchase same.

22. Plaintiffs currently has possession of said product in its warehouse.

23. Plaintiffs has not shipped the aforesaid additional quantities of lens wipes, lens

cleaner, and lens cloths to Defendants due to Defendants' failure to pay Plaintiffs \$539,515.52 for products Plaintiffs shipped to Defendants.

24. Plaintiffs cannot sell the unshipped products to a different customer because these items were custom-manufactured according to Defendants' specifications and the product-packaging is labelled as Splaqua-brand product.

25. Thus, Defendants owe Plaintiffs \$539,515.52 for shipped product and an additional \$232,859.28, for unshipped product, for a total unpaid balance of \$772,374.80.

26. Defendants have not proffered any excuse for their failure to pay Plaintiffs the outstanding balance of \$772,374.80.

27. Plaintiffs has thus been injured in the total amount of \$772,374.80 as a result of Defendants' failure to pay their outstanding balance.

SECOND (ALTERNATIVE) CLAIM FOR RELIEF

(Breach of Contract)

28. Plaintiffs repeat, reallege, and incorporate herein by reference as though fully set forth herein, the allegations contained in the preceding paragraphs of this complaint.

29. Defendants signed purchase orders agreeing to pay Plaintiffs \$1,104,214.90 for several shipments of lens wipes, lens cleaner, and lens cloths.

30. Plaintiffs fulfilled said shipments to Defendants between January and June of 2022.

31. Despite signing purchase agreements promising to pay Plaintiffs \$1,104,214.90 for these products, Defendants only paid Plaintiffs \$564,699.38, leaving an unpaid balance due of \$539,515.52.

32. Plaintiffs has fully complied with its obligations to Defendants with respect to the production and shipment of the products for which Defendants agreed to pay Plaintiffs \$1,104,214.90.

33. Defendants also signed additional purchase orders wherein they agreed to pay Plaintiffs an additional \$290,931.18 for additional quantities of lens wipes, lens cleaner, and lens cloths.

34. Despite agreeing to pay Plaintiffs \$290,931.18 for the aforementioned product, Defendants only paid Plaintiffs \$58,071.90, leaving an additional unpaid balance due of \$232,859.28.

35. Plaintiffs custom-manufactured the aforesaid products for Defendants in reliance on Defendants' promise to purchase same.

36. Plaintiffs currently has possession of said product in its warehouse.

37. Plaintiffs has not shipped the aforesaid additional quantities of lens wipes, lens cleaner, and lens cloths to Defendants due to Defendants' failure to pay Plaintiffs \$539,515.52 for products Plaintiffs shipped to Defendants.

38. Plaintiffs cannot sell the unshipped products to a different customer because these items were custom-manufactured according to Defendants' specifications and the product-packaging is labelled as Splaqua-brand product.

39. Thus, Defendants owe Plaintiffs \$539,515.52 for shipped product and an additional \$232,859.28, for unshipped product, for a total unpaid balance of \$772,374.80.

40. Defendants have not proffered any excuse for their failure to pay Plaintiffs the outstanding balance of \$772,374.80.

41. Plaintiffs has thus been injured in the total amount of \$772,374.80 as a result of Defendants' failure to pay their outstanding balance.

THIRD (ALTERNATIVE) CLAIM FOR RELIEF

(Unjust Enrichment)

42. Plaintiffs repeat, reallege, and incorporate herein by reference as though fully set

forth herein, the allegations contained in the preceding paragraphs of this complaint.

43. Defendants signed purchase orders agreeing to pay Plaintiffs \$1,104,214.90 for several shipments of lens wipes, lens cleaner, and lens cloths.

44. Plaintiffs fulfilled said shipments to Defendants between January and June of 2022.

45. Despite signing purchase agreements promising to pay Plaintiffs \$1,104,214.90 for these products, Defendants only paid Plaintiffs \$564,699.38, leaving an unpaid balance due of \$539,515.52.

46. Plaintiffs has fully complied with its obligations to Defendants with respect to the production and shipment of the products for which Defendants agreed to pay Plaintiffs \$1,104,214.90.

47. Defendants have not proffered any excuse for their failure to pay Plaintiffs any portion of the outstanding balance of \$539,515.52.

48. Defendants have been unduly enriched at Plaintiffs' expense as a result of taking possession of Plaintiffs' product and failing to pay Plaintiffs \$539,515.52 of the agreed purchase price.

49. It is against equity and good conscience to permit Defendants to keep the aforesaid \$539,515.52.

PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for judgement as follows:

- \$772,374.80 in unpaid purchase order charges.
- Statutory interest at 9% per annum as of July 1, 2022.

Dated: Brooklyn, New York
September 18, 2022

LAZAR GRUNSFELD ELNADAV LLP

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